

SEIU Healthcare Minnesota Proposals to the TCH Multi-Employer

January 12, 2021:

Racial Justice Equity and Inclusion

Add Article:

ARTICLE XX: RACIAL JUSTICE, EQUITY AND INCLUSION

Patients and staff alike deserve a diverse and valued workforce where everyone is treated with respect, dignity, and equity. Each and every caregiver is entitled to a just and supportive work environment, where all caregivers are treated with dignity and respect, regardless of sex, race, age, disability or any other personal characteristic.

The Employer will commit to work with the Union to enable greater accountability, culture change, prevention, reframing, resourcing, and systemic change.

(A) Equal Opportunity and Nondiscrimination

The employer shall ensure that the work environment is free from harassment and discrimination based on race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital or family status, covered veteran status or status with regard to public assistance and any other characteristics protected under federal, state or local law.

Reasonable Accommodations: The employer shall make reasonable accommodations for religious practices, disabilities, gender identity, and other needs associated with a protected class unless such an accommodation would create an undue hardship or prevent an employee from performing essential functions of the job

(B) Harassment

1. The Employer is committed to providing a work environment free from harassment. The Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other individual characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other forms of harassment will be subject to appropriate corrective action, up to and including termination of employment.
2. **Sexual Harassment.** No employee shall be subjected to discrimination in the form of sexual harassment, defined as (1) unwelcome sexual advances or requests for sexual favors by a person who has authority over the recipient when (a) submission to such conduct is made either an implicit or explicit condition of the individual's employment, or (b) submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment; or (2) unwelcome and unsolicited language or conduct that is of a

sexual nature or is based on the recipient's sex, gender identity, or gender expression and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive work environment. The Employer makes available annual sexual harassment prevention and response training for all supervisors, managers, and bargaining unit members.

(C) Hiring of an Equity and Inclusion Leader

The Hospital commits to the hiring of an individual to lead equity and inclusion efforts. As part of the hiring process of this new leader in 2021, the Hospital will include two (2) employees represented by SEIU Healthcare MN selected by the Union in the interviewing of candidates. The employees will be paid for their time in supporting this work.

(D) Equity and Inclusion Joint Labor Management Committee

A new Equity and Inclusion Joint Labor Management Committee will be established within four (4) months of contract(s) ratification. The new committee will be comprised of ten (10) employees represented by SEIU chosen by the union, equity and inclusion leader, two (2) HR representatives and three (3) operational managers. Other ad hoc guests including other Hospital employees can be selected by joint agreement from labor and management.

The committee will meet every other month. Employees will be paid for their involvement in the meetings.

The committee will be empowered to promote leadership discussion, awareness and improvement that will identify and embrace the following to achieve a workplace where each and every caregiver is entitled to a just and supportive work environment:

- Understanding diverse perspectives,
- Valuing diversity and creating inclusion,
- Challenging biases in hiring, promotion and work performance.

1. Skill Development

Members of the Racial Justice Equity and Inclusion Labor Management Committee will attend at least two (2), all-day (16-hours total) in person workshops. One of these workshops will be done with labor and management separate and one will be done together. The workshops are intended to increase skill and awareness on hidden bias, cultural competency, and leadership skills. The committee members will determine on-going development needs and schedule no fewer than two(2) days/year.

The parties will jointly select two (2) independent facilitators within sixty (60) days after the committee is established. The facilitators will be paid by the Employer. The workshops will be on paid time for all committee members.

2. Work Plan

Next steps and a work plan for the committee will be developed following the initial workshops. The committee will create a work plan that includes identification of issues within the workplace that require attention. The committee will develop a work plan that will include data sharing, data analysis, and identify concrete solutions for any and all issues identified. The labor management process will be an action-based systemic strategy including but not limited to the following: Trauma-Informed Care Strategies, Survivor-Centered Approaches, Anti-Racist and Anti-Racism practices, and Improving Workplace Culture.

3. Committee Topics

The Equity and Inclusion Joint Labor Management Committee shall focus on the following areas of concern in their initial workshops and meetings and produce a report that outlines suggested improvements on topics determined by the workplan and other topics as identified by the committee. These topics include but are not limited to:

- Policy Review and revision recommendation
- Develop a swift timeline for how concerns and complaints are addressed
- Review of disciplinary actions for trends and biases
- Reviewing hiring, promotions and educational opportunities
- Recommendations for training and development for Hospital leadership and management,
- Recommendations around resolutions to complaints of harassment, discrimination and racism that go beyond legal definitions.

4. Urgent Action Structure

The Employer will designate a point person for concerns related to Organizational Equity and Inclusion. Every month the Employer's designee, the Equity and Inclusion Leader will meet with two (2) SEIU represented employees and one SEIU Internal Organizer. If necessary, anyone on the team may call for an additional meeting to review issues. This team will be responsible for reviewing new, escalated and/or unresolved issues related to Racial Justice, Equity and Inclusion. This team will make recommendations and be accountable to the Equity and Inclusion Joint Labor Management Committee, and that group will develop the methodology for working together and for resolution.

Recommendations for resolutions may include:

- a. Corrective action for the offender(s) up to and including termination of employment
- b. Referring the offender for training regarding harassment and respectful workplace issues
- c. Requiring reparations be made to the person or people who were harassed or discriminated against

- d. Mediation
- e. Provide resources or paid time to the person or people to recover/cope with the situation/trauma
- f. Prohibiting a non-employee from returning to the workplace
- g. Other

The timeline for starting this team will be jointly determined within six (6) months.

(E) Complaints

Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor and/or manager or the designated point person for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop or address any inappropriate behavior. Managers and leaders will receive additional support for responding to discrimination and harassment complaints and escalate concerns to the Racial Justice Equity and Inclusion Joint Labor Management Committee.

The Employer will investigate and use dispute resolution to review issues that can go beyond legal definitions of discrimination and harassment. This can include behavior that violates our values in treating each other with dignity and mutual respect and justice to promote a culture that fosters unity and reconciliation.

The Employer's designees will participate in additional training on the prevention and response of workplace discrimination and harassment at all levels and will provide a report to the Racial Justice Equity and Inclusion Joint Labor Management Committee to improve their skills and competencies.

(F) Commitment to No Retaliation

There will be no retaliation for speaking out about discrimination concerns. In a circumstance where an individual or group of individuals have a specific allegation of discrimination, Human Resources will be involved to work through those concerns and share a plan to address.

The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt action will be taken to stop the harassment immediately and to prevent its reoccurrence.

(G) Religious accommodation

The Employer will make every effort to accommodate the religious needs of its employees, including the following: 1) scheduling of breaks in accordance with the prayer schedule of the

employee; 2) providing a reasonably comfortable and private location for praying with access to washing facilities; 3) allowing for adequate time for prayer and travel time between the prayer area and workspace; 4) allowing employees to use a phone, watch, or other tool to remind them of their prayer schedule; and 5) providing other accommodations as necessary.

(H) Immigration-Related Audits, or Raids/Detentions Employment

1. The employer shall, as soon as practicable and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an audit, raid or detention, affecting bargaining unit members, and provide the name, contact information, and detention location of any employee detained for immigration-related reasons by law enforcement or immigration officials.

b) The Employer may not require an employee to meet with Immigration Customs Enforcement (ICE).

(I) Immigration Status Support: The employer will provide time off with pay for appointments and court dates related to immigration status and citizenship.

(J) No Forfeiture of Grievance Rights. Nothing in this article shall be construed to replace the Grievance and Arbitration process available to members.

Add to Article 3: Working Conditions Add:

Modify (A): Dining: Where employees bring their lunch, a dining room and locker room will be made available for their convenience. **Dining rooms will be equipped with refrigerator(s), microwave(s), a coffee machine, drinking water (filtered water dispenser), utensils and napkins. Dining rooms will have cleaning services provided.**

(E) Name Tags: All employees shall be provided with a name tag that includes their chosen name and preferred pronouns.

(D) Restroom/Locker Room Equity

The Employer shall provide that all employees have adequate access to all-gender restrooms and locker rooms in their work locations, this includes reasonable allowance of travel time. It is the Employer's intent to have all-gender restrooms on each floor and wing and update signage.

Article 4 Hours of Work and Overtime:

Modify (A) Under Change to Authorized FTE:

Change in Authorized Hours –

1. Increase in FTE: Any part-time employee who is consistently scheduled and/or consistently works above their authorized hours for a period of six (6) months or more may request to have their

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authorized hours changed to reflect their actual hours worked up to 80 hours per pay period. The employer will not be required to increase authorized hours if such hours are based on a temporary need, e.g., short-term vacation or sick coverage or medical leave.

2. Decrease in FTE: The employer may decrease authorized hours where an employee consistently gives away their scheduled hours over a period of six (6) months or more.
3. **Temporary Decrease in FTE: Employees may temporarily reduce their FTE for up to sixteen (16) weeks, without loss of benefit status, to accommodate planned or unforeseen events requiring a temporary drop in hours.**

The Temporary Vacant FTEs will be filled in the following order:

- a. **Part-Time employees by seniority in the job class and in the department who may be able to add hours in .1 increments to their regular schedule.**
- b. **Using the Temporary Vacancy language**
- c. **Utilizing Extra Hours procedures**

Add (M) Trades: Employees shall be permitted to trade shifts with other employees under the following circumstances:

- **Trades must be within the same pay period**
- **Trades will not result in employees exceeding their scheduled FTE for the pay period**
- **Trade requests must be submitted by both employees**
- **Once a trade is approved employees are required to work those shifts and are not allowed to make additional switches**
- **The hospital must approve or deny trade requests within 48 hours of the request.**

Add (N) Give Away Shifts: A Give Away shift occurs when an employee gives a shift to another employee and goes under his or her FTE for the pay period. Employees may give away shifts as follows:

- **An employee may give away four (4) shifts per year.**
- **An employee must have a work agreement of 0.5 FTE or greater.**
- **The give-away shift shall not create overtime for the employee accepting to work the shift.**
- **An employee accepting the shift must be qualified within the classification.**
- **Employees may give shifts to casual employees with supervisor's approval.**
- **Employees must find their own replacements.**

Article 5: Holidays Modify

HOLIDAY PAY/EMPLOYEE PREFERENCE DAY OFF/EXTRA DAY - All full time employees shall be paid for the following nine (**119**) holidays if not worked: New Year's Day, **Martin Luther King, Jr Day (MLK Day)**, Good Friday or Easter Sunday, Memorial Day, Fourth of July, Thanksgiving, Christmas, Labor Day, and two (2) personal floating holidays at times mutually agreed upon between each individual employee and the Hospital. To receive the two (2) floating holidays, employees must have completed one (1) year of employment.

Except for work on New Year's Day and Christmas Day as described in the following paragraph, any employee required to work on any of the ~~five (5)~~ **six (6) (exception below)** holidays, exclusive of the floating holidays, at the employee's option, may receive another day off with pay or, in lieu thereof, be paid at the rate of double time for the work performed on such holiday.

Add Section (C) and re-order:

(C) Holiday Exchange: Employees may request to exchange up to four (4) holidays, named in section (A), for alternate religious or culturally significant days per year and receive the and corresponding pay for that chosen holiday. The following will apply:

- **Employees will request to exchange the day during the vacation bid period, by designating the day (holiday and date observed) as a Holiday exchange (via a form clearly stating it is a holiday exchange request).**
- **Employees requesting the exchange through the vacation bid period will receive priority approval, by seniority of those who requested the same holiday, for the day off over vacation requests.**
- **Employees who are not granted the day off in the bid period will be put on a wait list and by seniority be given the option of taking the day off or working if available shifts become available to take off.**
- **Any employee who has made a request to exchange holiday may, at the employee's option receive an alternate day off with pay, or in lieu thereof, be paid at the rate of double time or double time and one half if exchanged for Christmas Day or New Years Day, for work performed on the designated day.**
- **The Employee will be paid straight time for time worked on the named holiday exchanged and will not be eligible for an additional day off for working the exchanged holiday.**
- **Employees not required to work on the named holiday will not receive holiday pay, as they will receive holiday pay on the exchanged date.**
- **This exchange does not impact the number of floating holidays available to any employee.**
- **Examples:**
 - **An employee requests to exchange Easter for Eid (May 13, 2021). May 13, 2021.**
 - **If the employee is granted May 13, 2021 off, they are paid holiday pay for the day off. If they work on Easter/Good Friday they are paid straight time. If they do not work on Easter, they are not paid holiday pay, and should be scheduled to match their FTE for the pay period.**
 - **If the employee is not granted off for the day. May 13, 2021, they are paid double time for working that day, as with Easter/Good Friday. If they work on Easter, they are paid straight time. If they do**

not work on easter they are not paid holiday pay for that day and should be scheduled to their FTE for the pay period

Article 6: Sick Time:

Add PNM Language to all other contracts:

- (X) Sick Kid Care - Employees covered by this contract shall have access to the sick childcare benefits on the same basis that it is made available to non-contract employees of (Methodist) Hospital and as modified from time to time.

Modify (J) in all contracts (except PNM) to

Seniority During Leaves of Absence - There shall be no break in seniority for a period of **three (3) months** of an approved leave of absence during which length of service benefits will be granted for purposes of wage increments, vacation, or sick leave. For approved leaves of absence that extend beyond three (3) months, no length of service benefits will be granted but an employee will not lose service previously granted.

Article 8 Seniority:

(C) ADD: Children's Seniority Transferability (Effective March 1, 2021):

Seniority is transferable across a system and within a Hospital. When an employee transfers from one classification to another within an SEIU-represented bargaining unit or transfers from an SEIU-represented bargaining unit at one facility to an SEIU-represented bargaining unit at another, the employee shall bring his/her seniority to the new classification and/or facility.

Add to All:

- (D) Employees with Job Class Experience:** The seniority date for employees who work in two or more job classifications represented by the Union will be the most recent date of hire into a bargaining unit position.

MOVE Current sections C-D to new Article

Modify (E) Job Vacancies

- (E) Job Vacancies - Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee's existing job for a minimum of one hundred eighty (180) days. The provisions of the

preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.

All vacancies shall be bulletined for a minimum of **Seven (7)**~~five (5)~~ calendar days, and notice of the same furnished to the Union at the same time. **Internal job postings will be physically posted in the department.** Each Hospital shall develop a system to ensure that only applicants signing the posting during the **Seven (7)**~~five (5)~~ calendar day posting period will be considered.

(clarification)

Postings shall include:

1. **Minimum qualifications based on job description and requirements**
2. **Classification, Facility, FTE status, shift, department, assignment, and start rate**
3. **Date of the posting and job number**

Temporary assignments may be made during such posting period only, provided assignments to a new classification may be on a temporary basis for ten (10) days.

If a question arises as to the capability of an employee to perform the employee's duties after the above procedure has been used, that question, and any other question pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article 2.

Modify (make separate section)

(F) Filling Vacancies (Two or More Applicants): If two (2) or more qualified applicants submit a bid for a vacancy within the five (5) posting period, the position will be awarded by seniority in the following order of application:

1. **Senior full-time, part-time, or casual in job classification at the Hospital.**
2. **Senior employee on lay off status.**
3. **Senior full-time or part-time employee in department outside of the classification.**
4. **Senior full-time, part-time, or casual in bargaining unit at the Hospital.**
5. **Senior full-time, part-time, or casual employees currently in an SEIU bargaining unit within the hospital or system.**
6. **Other applicants.**

Add:

For purposes of Item 2, an employee will be on "lay off status" if: (1) the employee has received a notice lay off and is waiting for the effective date of the lay off, and (2) the employee has been laid off and still has recall rights.

Such employees on "lay off status" as described who take another position will have their pay "red-circled" at the rate for the position from which they were laid off, provided that the

employee's pay in the new position is lower than the employee's pay in the position the employee vacated.

Pay will remain at the red-circled rate until such time as the rate of pay in the new position is equal to or greater than the employee's red-circled pay. However, no employee will remain at the red-circled rate for more than one year after the employee takes the position. At the end of the one-year period, the employee will receive the rate of pay for the classification in which he/she is working

(G) The Hospital will make reasonable efforts to complete a transfer of an employee to the new position within thirty (30) days, but no later than forty-five (45) days unless the Hospital and employee agree to extend this period of time.

Add: (J): The employer shall hire employees to position into RN, Technical or Professional jobs for which they are qualified, prior to outside candidates and after all other collective bargaining processes have been exhausted. If there are two qualified candidates from the SEIU HCMN bargaining unit, the more senior shall be offered the position.

Article 10 Wages:

Modify:

A(2) Student Vacation Replacement: Delete-Hire under Temporary Jobs, pay start rate, members of union

A(3) Casual and Part-Time Pay: Pay according to DOH

(B) Higher Rates May Be Paid **Replace with:**

Experience Credit:

New employees shall not be hired above the 8-year wage step. Experience credit shall be given at 100% for related job experience in the same position as applied to, to the maximum 8 year cap. Experience shall be given at 50% for other health care related job experience outside of the position being applied for, to the maximum 8-year cap.

For job classifications in which the Employer has, prior to 3/1/21, offered experience credit all employees in that classification who were hired at the start rate with applicable experience, will receive credit as defined above and moved on the scale. The Employer shall send the Union a list of those individuals and job classifications that will receive experience credit.

(C): **Modify** Delete references to 2080 Hours and pay according to DOH

Terminology:

- Add they/theirs to his/her and he/she
- Bereavement Leave: change reference to gendered names to non-gender specifics:
 - Brother/Sister to Sibling
 - Son/Daughter to Children
 - Husbands and Wives to Spouses (leave domestic partner)
 - step-brother/step-sister to step-sibling

Health and Safety Proposals:**Article 4 Hours of Work and Overtime****Add: (L) Safe Staffing:**

The parties agree that the safety of staff is critical to the safety of patients. Working with fewer people than required can lead to injury and absences from work to employees and jeopardizes the patient care. In recognition of the challenging and dangerous situations, it is agreed that the goal is to maintain appropriate staffing levels at all times. When levels fall below the targeted levels, employees working on an understaffed shift bearing the distribution of the additional work, will be paid double time (2x) for all hours worked with insufficient staff. Safety Pay will apply under the following circumstances:

1. The Employer will make every effort to fill all open shifts.
2. All extra hours have been offered and open shifts remain in a department or unit greater than 10% of the number of shifts scheduled for that time.
3. There are posted and unfilled positions of 10% or more of the allotted FTEs in a unit or department that result in open unfilled shifts on the schedule after all extra hours provisions are applied.
4. There are unfilled shifts due leaves of absence, vacation and/or short notice call-ins of greater than 10% of the scheduled shifts.

Article 6: Sick Leave/Leave of Absence:

Modify:

(B) PART TIME CREDIT- Part time employees shall accumulate sick leave at the rate of eight {8} hours credit for each 173.3 hours actually worked up to a maximum of ninety {90} days. Sick leave shall be paid to the part time employee ~~only when the illness or disability falls on the employee's regularly scheduled workday and only~~ for the number of hours regularly scheduled for the day on which the illness occurs.

Article 7 Vacation:

(A) VACATION REQUEST/GRANTING PERIOD-

(1) Requesting During the Bid Period **Modify last sentence as follows:**

The vacation year shall be April 1 through March 31. . . .
 . . .All vacation requests made during this period that include a holiday must include two vacation days adjacent to the holiday, **with the exception of requests for an Exchange Holiday as outlined in Article 5(c)**. Vacation shall be awarded by seniority and shall be posted in each department.

(2) Requesting Outside of the Bid Period

No changeADD:

- (3) **An updated calendar of vacation requests, including the requesting employee's DOH, shall be made available to employees during the bid period. Employees may adjust their requests based on information in the calendar to ensure time is granted off.**
- (4) **The employer shall maintain a list of vacation requests denied within the bid period. Should these days become available, the employer offer to employees by seniority previously denied days off prior to granting vacation requests outside the bid period.**

Article 11 Health and Welfare: Park Nicollet Methodist Modify

Short Term Disability: Change to: Employees regularly scheduled **twenty (20)** hours or more. . .

Article 14 - Health and Safety

No Change to A-G

Questions to Check On:

- Health and Safety Committees: When do they meet? Who is on them?
- Trained Response Team: Who are these people, how does one contact them?
 - **Trauma Pay: Any employee who has experienced physical or emotional trauma shall be granted up to 3 paid days to address the experience.**

(H) ADD: Essential Workers: The global Novel Coronavirus-19 Pandemic beginning in 2020, demonstrated a need for improved protections and recognition of Essential Workers.

Definition:

Essential Worker: An employee in a job that is deemed necessary and critical to the community and is exempted from municipal, state, or federal recommendations to stay home from work due to exceptional circumstances due to a pandemic, epidemic, or man made or natural disaster.

1. **Essential Worker/Hero Pay: Effective March 13, 2020, all employees required to work during the above defined circumstances, shall be paid \$8/hour above their current rate of pay for all hours**
2. **Uniforms: The hospital shall provide essential workers uniforms or scrubs to wear at work and be laundered at work for the duration of the outbreak of an infectious disease.**
3. **Lodging: In order to protect health care workers and their families, the Hospital will provide optional hotel stays for any essential worker who works directly with a patient with or in a unit where patients are treated for the infectious disease causing the outbreak.**
4. **Personal Protective Equipment: Employees shall be provided the highest standard of CDC or WHO recommended PPE, regardless of job classification.**
5. **Extra Shifts: Employees shall be paid double time for any shift worked in addition to their regularly scheduled hours.**
6. **Meals: Any employee working 12 hours or more will be given a \$15 meal voucher.**
7. **Accommodations: Employees with pre-existing conditions or other factors that are identified as high-risk for an infectious disease will be offered reasonable accommodations to lessen their exposure.**
8. **Notification: The Employer will notify any employee who has had a potential exposure to an infectious disease as soon as possible so that the appropriate**

precautions to safeguard the health of self and family can be taken.

- (I) **Vaccinations:** The employer shall provide in-person educational sessions and material on the efficacy and safety of any vaccine available to members. Employees will have access to vaccines recommended by the Employer at no cost to the employee. Vaccines required by the CDC or Department of Health will be required all other vaccines shall be on a voluntary basis.

Article 15/16/17 Educational Development:

Add (c) The employer shall provide English classes to employees who are English Language Learners, at no cost to the employee. The classes will be scheduled as a part of the employee's FTE and paid at their regular hourly rate of pay.

Add (d) In order to create a more inclusive and diverse workforce in all positions in the health care industry, the employer will incentivize women and people of color to enroll and complete coursework, certificates and degrees that will advance their health care career and income. The employer shall provide up to \$2,000/term in addition to the above tuition reimbursement for women and people of color who are enrolled in certificate or degree programs in the health care field.

Job Security and Union Difference

Article 1: Union Security:

Modify:

(E). ~~STEWARDS~~ **Member Leaders:** ~~COMMITTEE~~ The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a ~~job steward or job committee~~ **member leaders**

to handle such Union business (for example, to distribute and share information to new members) during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. ~~The names of such job steward or job committee~~ **member leaders** shall be furnished, in writing, to the Employer, and any changes in member leaders shall be reported to the Employer in writing. **All leaders will be recognized as having the same rights and responsibilities as a "steward" as defined under the NLRA.**

Add to MHF Southdale, MHF University-Westbank, MHF St. Johns, North Memorial and PN Methodist:
(and modify language from Children's Hospital)

New Employee Orientation - - One (1) Union

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~~Steward~~**Member Leader** shall be allowed ~~thirty (30)~~ **sixty (60)** minutes paid time **scheduled during** for new employee orientation **to provide new members with information about their union membership and SEIU HCMN. The employer will send a new member list, including name, job class/department, address, mobile phone and email, to the designated Member Leader and assigned Internal Organizer, one week prior to the Orientation date.** ~~attending Celebrating Children's Community from 12:00—12:30 pm in order to provide the Union welcome letter, the sign-up cards, union contract, and steward contact list.~~
The Union will notify the Employer in advance of which ~~Steward~~**Member Leader(s)** will attend.

~~Paid Steward~~ **Leader Meeting** Time - SEIU Healthcare Minnesota Union ~~Stewards~~**Member Leaders** shall ~~receive one~~ **two (12)** hours of regular pay to attend monthly ~~steward~~ **member leader** meetings.

(G) (1): Modify Dates to reflect duration, once agreed

(H): Employee Lists Modify:

The Hospital shall furnish the Union a ~~monthly~~ **bi-weekly** list showing the:
Name, **Employee Status (New, No change, Transfer, Terminated), gender (self-selected), ethnicity, date of hire, termination date (if applicable), FTE , classification, department, shift, current rate of pay, social security number, address, email, mobile phone, home phone.**
~~names and addresses of new employees, classifications, number of hours regularly scheduled, dates of hire, and names and dates of termination of employees terminated, employee's social security number, and current rate of pay for each employee.~~

No further changes to (H)

Modify:

(I) BULLETIN BOARDS - Bulletin boards in the Hospital shall be made available to the Union for the purpose of posting ~~business~~ **Union notices**. The ~~business agent~~ **organizer/representative** for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other nonpatient, nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.

Add: Bulletin boards will be placed in all break areas, locker rooms and time clocks utilized by SEIU HCMN represented employees.

Add to Article 2 Grievance Language:

Add to (C): Before Step 1

Investigations: The employer shall notify the employee 48 hours in advance of an investigatory meeting and inform them of their Weingarten Rights to have a union member leader present during any investigatory meeting. The investigatory meeting shall not be scheduled unless the union

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member leader is available. The employee may waive their Weingarten Rights in writing if they choose, after being fully informed of their rights to representation.

The waiver form shall read:

- I hereby acknowledge that I have a right to Union representation during investigatory or disciplinary meetings with my Employer.
- By this signature, I am waiving my right to a representative at this time and understand that there is a grievance procedure in the labor Agreement that details how I can file a grievance. I further realize that there is a time limit for filing a grievance. A copy of the Waiver Agreement will be provided to SEIU Healthcare Minnesota.
- I may revoke this Waiver at any time in writing and, in the event I do so, the meeting will be adjourned until a SEIU designated representative is available

Modify:

STEP 2 - If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be received by the Hospital's Human Resource Department.

Timeline:

- **Written Grievance:** The written grievance must be received by the Hospital within fourteen (14) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Hospital within 30 calendar days after the payday for the period during which the incident giving rise to the grievance occurred.
- **Step 2 Meeting:** Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital, the grievant (or mutually agreed upon number of representatives of a class grievance), and the Union (~~Business Agent~~ **Internal Organizer/Representative and/or Steward Member Leader**) shall meet in an attempt to resolve the grievance.
- **Step 2 Response:** The Employer shall reply in writing to the Union within fourteen (14) calendar days after the date of the Step 2 meeting. **The response shall specify the rationale, including contract language relied on, in the response.** The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

Information Requests:

- **The employer shall respond to information requests related to the investigation of a possible or filed grievance within 7 days of the request. The parties may agree to extend the timeline by mutual agreement.**

Member Action Center:

- **The employer shall copy, electronically whenever possible, SEIU HCMN's Member Action Center on all information requests and grievance responses. (mac@seiuhcmn.org)**

Article 9 Corrective Action/Discipline and Discharge:

Modify (A):

The Union Reserves the right to add to, delete or modify proposals

- (A) NO DISCHARGE WITHOUT JUST CAUSE - The Employer shall not discharge or suspend an employee without just cause.
- **The employer shall issue disciplines within fourteen days (14) of the incident to be considered as part of the employee's disciplinary record.**
 - Drunkenness on the job, bringing intoxicating liquor on the premises, use of drugs or dishonesty or infraction of rules directly affecting patient comfort or safety shall be considered grounds for discharge.

Move Layoff and Recall to separate

Create new Article (9): Layoff, Recall, Re-Bids, Low Need(and reorder numbers)

Modify language and clarify and reflect common practice:

(A) Layoff:

Definition: A lay off is the reduction in number of employees that will last more than 30 days. A permanent reduction in hours is defined as reduction of hours of an employee(s) that will last more than thirty (30) days.

1. In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills.

~~Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof.~~

2. Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority, ~~the employee earned in the previous classification.~~

(B) Recall:

Definition: Recall Rights shall be defined as the right to return to the same or similar position (FTE, shift, assignment, schedule) from which the employee was laid off.

1. Employees shall be recalled in reverse order of layoff.
2. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one(1) year.

(C) Timeline: (New)

1. **At least 60 days prior to a reduction, the Hospital will notify the Union that a reduction in employees (or FTEs) may potentially be required.**

2. At least 50 days prior to a reduction, the Hospital will provide the Union with a list of job classifications that will be impacted by the reduction and the number of positions (or FTEs) in each classification.
3. At least 44 days before a reduction, the Hospital will provide the Union with a revised work schedule and up-to-date seniority lists for the job classifications and areas/departments where a reduction could occur.
4. Between 35 and 30 days prior to a reduction, the Hospital will conduct a re-bid of positions or use other reduction procedures in the affected job classifications and areas/departments.
5. After the re-bid or other reduction process, the Hospital will provide employees with at least thirty (30) calendar days' notice of layoff or pay in lieu thereof.
6. At day zero, employees displaced through the re-bid/reduction process will be laid off.

(D) Reducing Impact of Reductions: After the Hospital provides the initial notice that reductions may occur, but before the re-bid or other reduction process, the Hospital and Union will meet to discuss potential options for reducing the impact of any reductions. These options may include offering employees the following:

- Encourage and support educational opportunities.
- Priority placement for transfers to other positions.
- Voluntary reduction of FTE.
- Leaves of absence.
- Early retirement for those who qualify.
- Leaves of absence with pro-rated payments of health insurance premiums.

Add:

Layoff due to Hospital Facility Permanent Closure:

1. Effective August 1, 2020, if a Hospital determines to permanently close a hospital with employees covered under this agreement who will no longer have recall rights to their former position, the Employer shall:
 - a. Pay employees for ninety-days (90) from the date the Union receives the intent to close as required by the WARN act, including the 60 days required by law and 30 additional days post closure or last day of work.
 - b. Pay the full health care premiums for 1 month/5 years of employment
 - c. Pay a severance in the amount of 1 week of pay for every year of service based on Date of Hire.
 - d. Hire employees displaced due to the closure at other system owned facilities prior to considering outside candidates, for up to 12 months. Employees hired within the system will be paid at their current rate of pay and accrue benefits based on their original date of hire in the system. Employees would carry their date of hire seniority from the previous position.
2. The employers represented in the Twin Cities Hospitals Multi-Employer Agreement will:
 - a. Hire qualified employees displaced due to a hospital closure before other outside applicants.
 - b. The employers agree to pay displaced workers at the wage step they were on when displaced and accrue benefits based on their date of hire at the closed facility.

- c. Seniority would not follow the displaced worker, but would be based on Date of Hire at the new work site.

(E) REBIDS: (Reflects practice)

Definition: a rebid is the process by which employees must bid on new positions within their department or job classification as a result of:

- A permanent layoff
- A change in schedules
- A change in start times of more than two hour
- A change in assignments/areas

Process:

- a. The employer shall provide the union with 60 days notice of any changes that result in a re-bid and meet to discuss the timeline of the rebid.
- b. Concurrent with section (C) 4 above and as a result of the changes listed in the definition, employees will bid, by seniority, on all available positions (FTE, schedule, start times/shift, assignment/area)
- c. Any remaining FTEs will be posted as per the Job Vacancy language in Article 8 Seniority.
- d. Employees who choose not to bid on a position will be considered in layoff status
- e. Employees who must reduce their scheduled hours, will be have recall rights until their FTE and schedule may be restored.
- f. The parties may mutually agree to a process that lowers the impact on a job classification, but if agreement is not reached will follow the described process in a-e.
- g. To minimize impact on a job classifications of more than 50, if a change impacts fewer than 5% of those in the job classification, a bumping process will occur.

(G) **REDUCTION OTHER THAN LAYOFF** No Language Changes, only location

(H) **Low Need Days:** Limit to involuntary low needs to thirty-two (32) hours/year.

Terminology Change Proposals:

- Change references to Business Agent to Union Representative
- Change references to Steward to Member Leader.

LOUs: Update

Local Issue Bargaining: Set aside time to discuss local issues/procedures